



- a. Confidential Information may be disclosed to Parties, employees of the Parties, their attorneys (including in-house counsel), and to members of the paralegal, secretarial or clerical staff (including shorthand reporters and videographers) assisting such counsel, the Court, court personnel, any jury impaneled in this case, and any mediator used in this case.
- b. Counsel may disclose such Confidential Information to independent experts specifically retained for the purposes of this litigation. Such experts shall agree to be bound by the terms and provisions of this Protective Order.
- c. The Parties are specifically prohibited from using or disclosing any protected health information for any purpose other than this litigation or proceeding.

5. Except as limited below, Confidential Information may be used or elicited in depositions in this litigation. However, such Confidential Information may not be used for any purpose outside of this litigation.

6. The Parties shall use reasonable care not to disclose Confidential Information in the public record regarding this proceeding. In the event that confidential information is filed with the Court and subject to being public record, then the parties shall file said records in an envelope bearing the following designation when deposited:

**CONFIDENTIAL**

**IN ACCORDANCE WITH A CONFIDENTIALITY AND PROTECTIVE  
ORDER THE CONTENTS OF THIS ENVELOPE SHALL BE TREATED  
AS CONFIDENTIAL AND MUST NOT BE USED FOR ANY PURPOSE  
OUTSIDE OF THIS LITIGATION**

7. After termination of this litigation, whether by trial, appeal, settlement or otherwise, the provisions of this Protective Order with respect to the dissemination, discussion or disclosure of Confidential Information shall continue to be binding. It is stipulated and agreed that the Court shall retain jurisdiction over the Parties and recipients of Confidential Information for enforcement of the provisions of this Protective Order following termination of this litigation.

8. All such protected information shall be returned to Plaintiff at the conclusion of this litigation or destroyed. Defendants will provide written confirmation of such at conclusion of this litigation.

9. Nothing in this Protective Order shall be deemed or construed to be a waiver by either party of its right to object on any grounds to the use of any Confidential Information, or any portions thereof, at the trial of this matter.

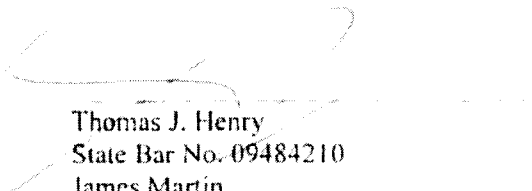
10. This Protective Order shall be binding upon the Parties hereto, their successors, representatives and assigns, as well as all counsel for the Parties hereto and their agents, consultants, retained experts, employees and staff. Once signed, this Protective Order shall serve

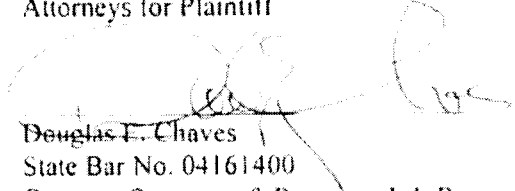
as a binding Rule 11 Agreement pursuant to the Texas Rules of Civil Procedure.

11. The provisions of this Protective Order shall remain in full force and effect after the entry of final judgment in this case (including any appellate proceedings).

12. The Court will retain jurisdiction, both before and after entry of final award in this case, to construe, enforce and amend the provisions of this Protective Order.

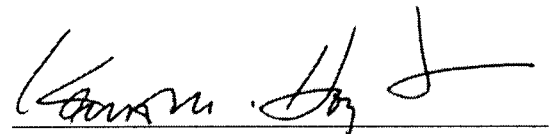
13. Breach of the provisions of this Protective Order shall be subject to sanctions as authorized by statute, rule and the inherent power of the Court.

  
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Attorney for Defendants

It is so ORDERED.

SIGNED on this 15<sup>th</sup> day of November, 2018.

  
Kenneth M. Hoyt  
United States District Judge